RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — "INTERNATIONAL HARVESTER CASE." — A petition for dissolution was brought by the United States against the International Harvester Co. alleging that the corporation constituted a combination in restraint of trade and a monopoly. The Company had been organized in 1902 out of six independent and competing companies, and controlled between 80 and 85 per cent of the harvesting machinery output. No attempt to control prices, stifle competitors, or interfere otherwise with trade was proved. *Held*, that the defendant be dissolved. *United States* v. *International Harvester Co.*, 214 Fed. 987 (Dist. Ct., Minn.).

The question of whether this case is a proper application of the rule laid down in the Standard Oil and Tobacco Cases, is taken up in this issue of the REVIEW, p. 87.

SALES — RISK OF LOSS — EFFECT OF BUYER'S RIGHT OF INSPECTION. — The plaintiff agreed to sell and deliver a consignment of boxes f.o.b. place of shipment, and shipped the goods in conformity with the contract. Before the buyer had had opportunity to inspect the boxes, they were washed overboard and destroyed. The plaintiff now sues for the price of the goods. *Held*, that he can recover. *Skinner* v. *James Griffiths & Sons*, 141 Pac. 692 (Wash.).

On sales of goods which the seller is authorized to deliver to a carrier, title passes to the buyer on delivery to the carrier, if delivery is made in accordance with the authority given. The buyer's right of inspection then serves to determine whether title has so passed, and operates as a condition precedent, not to the passing of title, but merely to the payment of the price. *Murphy* v. *Sagola Lumber Co.*, 125 Wis. 363, 103 N. W. 1113. See WILLISTON, SALES, §§ 278, 473. *Cf. Giffen* v. *Selma Fruit Co.*, 5 Cal. App. 50, 84 Pac. 885. The risk of loss is therefore on the buyer, if the seller has shipped in conformity with the contract, although the buyer has been unable to inspect. *Magee* v. *Billingsley*, 3 Ala. 679, 698; *Virginia Kid Co.* v. *New Castle Leather Co.*, 89 Atl. 367 (Del.). The principal case is an unusually clear statement of this rule, which is now generally adopted. Cases where delivery is to be made to the buyer must, however, be distinguished. For there the buyer's assent to take delivery is essential, and his right of inspection operates as a condition precedent to the transfer of title. *McNeal* v. *Braun*, 53 N. J. L. 617, 23 Atl. 687. Again, there is authority declaring that where there is express reservation of the right of inspection, title does not pass until inspection by the buyer. *Phœnix Packing Co.* v. *Humphrey Ball Co.*, 58 Wash. 396, 401, 108 Pac. 952, 954. See *Livesley* v. *Johnston*, 45 Ore. 30, 43, 76 Pac. 946, 949.

But these cases construe the reservation as a reservation of the passage of title and do not deny the general principle.

SALES — TIME OF PASSING OF TITLE — SALE OF STANDING TREES. — The defendant executed an instrument under seal which purported to sell growing trees to the plaintiff and to give him two years in which to cut and remove them. At the expiration of the period, the defendant claimed the timber, cut, but not removed. The plaintiff brought trover against the defendant. *Held*, that he cannot recover on the ground that title passed only to timber removed within the period limited. *Smith* v. *Ramsey*, 82 S. E. 189 (Va.).

Under a similar agreement the vendee removed timber after the time limit had expired. The vendor brought suit for the timber so removed. *Held*, that he can recover, on the ground that the vendee's title was subject to defeasance as to timber not removed within the term. *Bond* v. *Ungerecht*, 167 S. W. 1116 (Tenn.).

Instruments of sale of standing trees, containing a clause limiting the time in which the vendee may cut and remove them, have been given various constructions. On one view, the clause is a covenant and absolute title passes.